

PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT ABANDONED UNINTENTIONALLY UNDER 37 CFR 1.137(b)		Docket Number (Optional)
First named inventor: Irwin KLEIN		
Application No: 09/998,346	Art Unit: 1654	
Filed: November 30, 2001	Examiner: B. Chism	
Title: COMPOSITIONS OF STABLE T3 AND METHODS OF USE THEREOF		
MS Petition Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450		
NOTE: If information or assistance is needed in completing this form, please contact Petitions Information at (571) 272-3282.		
The above-identified application became abandoned for failure to file a timely and proper reply to a notice or action by the United States Patent and Trademark Office. The date of abandonment is the day after the expiration date of the period set for reply in the office notice or action plus any extensions of time actually obtained.		
APPLICANT HEREBY PETITIONS FOR REVIVAL OF THIS APPLICATION		
NOTE: A grantable petition requires the following items:		
(1) Petition fee;		
(2) Reply and/or issue fee;		
(3) Terminal disclaimer with disclaimer fee -- required for all utility and plant applications filed before June 8, 1995; and for all design applications; and		
(4) Statement that the entire delay was unintentional.		
1. Petition fee		
<input type="checkbox"/> Small entity -- fee \$ _____ (37 CFR 1.17(m)). Applicant claims small entity status. See 37 CFR 1.27.		
<input checked="" type="checkbox"/> Other than small entity -- fee \$ 1,500.00 (37 CFR 1.17(m))		
2. Reply and/or fee		
A. The reply and/or fee to the above-noted Office action in the form of a Response to Restriction Requirement (Identify type of reply):		
<input type="checkbox"/> has been filed previously on _____		
<input checked="" type="checkbox"/> is enclosed herewith.		
B. The issue fee and publication fee (if applicable) of \$ _____		
<input type="checkbox"/> has been paid previously on _____		
<input type="checkbox"/> is enclosed herewith.		

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

3. Terminal disclaimer with disclaimer fee

- ☒ Since this utility/plant application was filed on or after June 8, 1995, no terminal disclaimer is required.
- ☐ A terminal disclaimer (and disclaimer fee (37 CFR 1.20(d)) of \$ _____ for a small entity or \$ _____ for other than a small entity) disclaiming the required period of time is enclosed herewith (see PTO/SB/63).

4. STATEMENT: The entire delay in filing the required reply from the due date for the required reply until the filing of a grantable petition under 37 CFR 1.137(b) was unintentional. [NOTE: The United States Patent and Trademark Office may require additional information if there is a question as to whether either the abandonment or the delay in filing a petition under 37 CFR 1.137(b) was unintentional (MPEP 711.03(c), subsections (III)(C) and (D))].

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.


Signature

1/22/09
Date

Resuscitation Technology, LLC
Typed or printed name

Assignee
Title

11755 Wilshire Blvd, Suite 2000
Address
LA, CA 90025

(310) 883-1300
Telephone Number

- Enclosures: ☒ Fee Payment
- ☒ Reply
- ☐ Terminal Disclaimer Form
- ☐ Additional sheets containing statements establishing unintentional delay
- ☒ Other: Transmittal Form (1 page)
Fee Transmittal Form + duplicate for fee processing (2 pages)



PTO/SB/84 (09-05)
Approved for use through 03/31/2007. OMB 0591-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

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2. Reply and/or fee		
A. The reply and/or fee to the above-noted Office action in the form of a Response to Restriction Requirement (Identify type of reply):		
<input type="checkbox"/> has been filed previously on _____.		
<input checked="" type="checkbox"/> is enclosed herewith.		
B. The issue fee and publication fee (if applicable) of \$ _____		
<input type="checkbox"/> has been paid previously on _____.		
<input type="checkbox"/> is enclosed herewith.		

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A terminal disclaimer (and disclaimer fee (37 CFR 1.20(d)) of \$ _____ for a small entity or \$ _____ for other than a small entity) disclaiming the required period of time is enclosed herewith (see PTO/SB/53).

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Kurt R. Mandus, Ph.D.
Signature

8-20-2007
Date

BY: *KURT R. MANDUS, Ph.D.*
The Feinstein Institute for Medical Research
Typed or printed name

Assignee
Title

350 COMMUNITY DRIVE
MANHASSET, NY 11030

Address

(516) 562-3404
Telephone Number

Enclosures:



Fee Payment



Reply



Terminal Disclaimer Form



Additional sheets containing statements establishing unintentional delay



Other:

Transmittal Form (1 page)

Fee Transmittal Form + duplicate for fee processing (2 pages)

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS	Application Number	09/988,346
	Filing Date	November 30, 2001
	First Named Inventor	Irwin KLEIN
	Art Unit	1654
	Examiner Name	B. Chism
	Attorney Docket Number	

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☐ I hereby appoint the practitioners associated with the Customer Number:
☒ Please change the correspondence address for the above-identified application to:

☐ The address associated with
Customer Number:

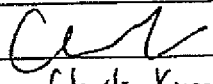
OR

<input type="checkbox"/> Firm or Individual Name	Resuscitation Technologies, LLC				
Address	11755 Wilshire Blvd., Suite 2000 TS/CA				
City	Los Angeles				
Country	USA	State	CA	Zip	90025
Telephone	(310) 883-1300		Email		

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)
SIGNATURE of Applicant or Assignee of Record

Signature			
Name	Charly Kim		
Date	11/2/2009	Telephone	310-883-1300

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ *Total of 2 forms are submitted.



PTO/SB/82 (01-08)
Approved for use through 12/31/2008. OMB 0651-0035
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE
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	Filing Date	November 30, 2001
	First Named Inventor	Irwin KLEIN
	Art Unit	1654
	Examiner Name	B. Chism
	Attorney Docket Number	

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☐ I hereby appoint the practitioners associated with the Customer Number:

☒ Please change the correspondence address for the above-identified application to:

☐ The address associated with
Customer Number:

OR

☐ Firm or
Individual Name

Resuscitation Technologies, LLC

Address

11755 Wilshire Boulevard, Suite 2000

City

Los Angeles

Country

USA

State

CA

Zip

90025

Telephone

310-883-1300

Email

hclark@axisbio.com

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Signature

Kirk P. Wavogug THE FEINSTEIN INSTITUTE FOR MEDICAL RESEARCH

Name

KIRK P. WAVOGUG, PhD

Date

8-20-2007

Telephone

(516) 562-3404

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒

*Total of 2 forms are submitted.

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Irwin KLEIN et al.

Application No./Patent No.: 09/998,346 Filed/Issue Date: November 30, 2001

Entitled: COMPOSITIONS OF STABLE T3 AND METHODS OF USE THEREOF

Resuscitation Technologies, LLC, a limited liability company
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☐ the assignee of the entire right, title, and interest; or
2. ☒ an assignee of less than the entire right, title and interest. The remainder of the right, title and interest in the application is assigned to The Feinstein Institute for Medical Research.
- in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or a true copy of the original assignment is attached.

OR

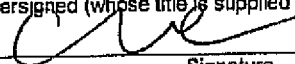
- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Leo RUBIN To: Resuscitek
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: Resuscitek To: Resuscitation Technologies, LLC
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.
(NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO.)

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.


Signature
Charles Kim
Printed or Typed Name

1/22/07
Date
310-883-1300
Telephone Number

Title

May 09 07 03:57p

JUN-B-2003 05:14P FROM:

TD:17833865995

P:5/7

PATENT APPLICATION ASSIGNMENT
FROM INVENTORS TO COMPANY

WHEREAS I Leo Rubin of 3 Lynne Court, Suffern NY, USA, have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled: **COMPOSITIONS OF STABLE T, AND METHODS OF USE THEREOF**, for which an application for United States Letters Patent was filed on November 30, 2001, and identified by United States Serial No. 09/998,346, AND WHEREAS, Retushtek, a corporation of the State of New York and having an address of 33 Kings Highway, Suite 1, Orangeburg New York 10962, USA, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries that may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries that may be issued for said invention;

UPON SAID CONSIDERATIONS, I hereby agree with Assignee that I will not execute any writing or do any act whatsoever conflicting with these presents; and that I will, at any time upon request, without further or additional consideration but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or causes of action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of myself and Assignee;

AND I request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States that may be issued for said invention to Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

Date

Signature

PATENT

REEL: 013716 FRAME: 0928

CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is made and entered into as of July 30, 2004 (the "Effective Date"), by and between Resuscitek, Inc., a New York corporation ("Resuscitek") and Resuscitation Technologies, LLC, a Delaware limited liability company (the "LLC"), with reference to the following facts:

- A. The LLC is a newly formed Delaware limited liability company which intends to engage in the research, development and commercialization of certain technology.
- B. Resuscitek is an early stage drug development company.
- C. Resuscitek wishes to contribute to the LLC substantially all of its assets and properties in exchange for the issuance of a membership interest in the LLC on the terms and conditions set forth herein.

D. [REDACTED]

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment. Effective as of the Effective Date, except for the Excluded Assets (defined below) or as otherwise expressly excluded or limited herein, Resuscitek hereby assigns, transfers, conveys and delivers to the LLC, and the LLC hereby accepts from Resuscitek, all right, title and interest in and to all of Resuscitek's business, goodwill, assets, properties and rights of every nature, kind and description throughout the world, whether tangible or intangible, real, personal or mixed, wherever located and whether or not carried or reflected on the books and records of Resuscitek (collectively, the "Assets"). The Assets shall include, but not be limited to, the following:

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) all intangible properties (the "Intangible Personal Property"), including, without limitation, (i) all foreign and domestic registered and unregistered trademarks, service

marks, trade names and slogans, all applications therefor, and all associated goodwill; (ii) all statutory, common law and registered copyrights (whether foreign or domestic), all applications therefor and all associated goodwill; (iii) all foreign and domestic patents and patent applications, all associated technical information, shop rights, know-how, trade secrets, processes, operating, maintenance and other manuals, drawings and specifications, process flow diagrams and related data, and all associated goodwill, including, without limitation, any and all patents and patent applications, associated technical information, shop rights, know-how, trade secrets and other intellectual property rights acquired or developed by Resuscitek relating in any way to the technology heretofore licensed to Resuscitek under (A) that certain Option and License Agreement, dated as of July 31, 1996, by and between [REDACTED] and Resuscitek (the "[REDACTED]"), (B) that certain Sponsored Research and License Agreement, dated as of September 21, 2000, by and between North Shore - Long Island Jewish Research Institute and Resuscitek, and (C) the [REDACTED] at, [REDACTED] (iv) all "software" and documentation thereof (including all electronic data processing systems and program specifications, source codes, input data and report layouts and format, record file layouts, diagrams, functional specifications, narrative descriptions, and flow charts); and (v) all other inventions, discoveries, improvements, processes, formulae (secret or otherwise), data, drawings, specifications, trade secrets, business plans, mask works, moral rights, compositions of matter, designs, confidential and proprietary information, proprietary rights, know-how and ideas (including those in the possession of third parties), and all drawings, records, books or other tangible media embodying the foregoing;

(e) [REDACTED]

(f) [REDACTED]

(g) [REDACTED]

(h) [REDACTED]

(i) [REDACTED]

(i) [REDACTED]

(k) [REDACTED]

(j) [REDACTED]

(m) [REDACTED]

(n) [REDACTED]

(o) all [REDACTED]

(p) [REDACTED]

A list of all material Assets is set forth on Exhibit A. Notwithstanding anything to the contrary set forth herein, the Assets shall not include those assets listed on Exhibit B (the "Excluded Assets"). The parties hereby acknowledge that (a) the Assets include certain intellectual property rights that pertain to both the Assets and the Excluded Assets (the "Overlapping Rights"), (b) for ease of administration, all such Overlapping Rights are being assigned to the LLC hereunder, (c) the parties intend to license back to Resuscitek or partition such Overlapping Rights to the extent (i) directly related to the Excluded Assets and (ii) necessary to vest or document Resuscitek's ownership of the Excluded Assets, (d) to the extent any agreements, consents or documentation may be required in order to license back to Resuscitek or partition such Overlapping Rights as contemplated above, the parties shall cooperate in undertaking such actions, obtaining such consents and executing such documents in a timely manner and (e) once any Overlapping Rights are partitioned and assigned back to Resuscitek, they shall become Excluded Assets. W [REDACTED]

2. Failure to Obtain Consents. This Agreement shall not constitute an assignment of any claim, asset, right, contract, permit, franchise or license if the attempted assignment thereof without the consent of the other party thereto would constitute a breach thereof or in any way adversely affect the rights of Resuscitek thereunder. If such consent is not obtained, or if any attempted assignment thereof would be ineffective or would adversely affect the rights of Resuscitek thereunder so that the LLC would not in fact receive all such rights, then (a) only the proceeds of such claim, asset, right, contract, permit, franchise or license shall be deemed to have been transferred to the LLC pursuant hereto and Resuscitek shall otherwise retain such claim, asset, right, contract, permit, franchise or license and (b) Resuscitek hereby engages the LLC, and

the LLC hereby accepts the engagement, to act as the attorney-in-fact of Resuscitek in order to obtain for the LLC the benefit of such claim, asset, right, contract, permit, franchise or license.

3. [REDACTED] The parties hereby acknowledge that (a) the [REDACTED] was terminated by BFC [REDACTED] 06, 2005 (b) [REDACTED] and (c) the LLC intends to enter into a sublicense agreement or similar arrangement with ABI covering the [REDACTED]. Resuscitek shall indemnify, defend and hold harmless the LLC, its managers, members (including ABI), officers, agents, attorneys and representatives, from and against any and all liability they may suffer or incur as a [REDACTED]

4. Issuance of Membership Interest [REDACTED]

5. Assumption of Liabilities and Obligations [REDACTED]

6. Representations and Warranties

6.1. By the LLC. The LLC represents and warrants to Resuscitek that (a) it has all requisite power and authority to execute and deliver this Agreement and any other agreements, instruments and documents to be executed and delivered to effectuate the assignment and assumption contemplated hereby (collectively, the "Assignment Documents"); (b) its execution and delivery of this Agreement and the other Assignment Documents and the performance of its obligations hereunder and thereunder have been authorized by all necessary corporate action and do not violate any laws, regulations or orders by which it is bound; and (c) this Agreement and the other Assignment Documents to which the LLC is a party constitute its legal, valid and binding obligations, enforceable against it in accordance with the terms hereof and thereof, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or others laws of general application relating to or affecting the enforcement of creditors' rights generally and (ii) the effect of rules of law governing the availability of equitable remedies.

6.2. By Resuscitek. Resuscitek hereby represents and warrants to the LLC and to American BioScience, Inc. ("ABI"), as an express third-party beneficiary of this Agreement, that, except as set forth in the Schedule of Exceptions (the "Schedule of Exceptions") attached

to this Agreement as Exhibit D (which Schedule of Exceptions shall be deemed to be representations and warranties by Resuscitek under this Section 5.2, the statements in the following paragraphs of this Section 5.2 are all true and complete:

(a) Organization, Good Standing, Corporate Power and Qualification.

Resuscitek has been duly incorporated and organized, and is validly existing and in good standing, under the laws of the State of New York. Resuscitek has the requisite corporate power and authority to enter into and perform this Agreement, the other Assignment Documents and the Limited Liability Company Agreement for the LLC (the "LLC Agreement"), and to own and operate its properties and assets. Resuscitek is not qualified to do business as a foreign corporation in any jurisdiction and has no offices or employees outside the State of New York.

(b) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) Valid Issuance. The outstanding shares of the capital stock of Resuscitek are duly authorized and validly issued, fully paid and nonassessable, and have been approved by all requisite shareholder action.

(c) [REDACTED]

(d) [REDACTED]

(e) Due Authorization. All corporate action on the part of Resuscitek's directors and shareholders necessary for the authorization, execution, delivery of, and the performance of all obligations of Resuscitek under, this Agreement, the Assignment Documents and the LLC Agreement has been taken. This Agreement, along with the Assignment Documents and the LLC Agreement, when executed and delivered, will constitute, valid and legally binding obligations of Resuscitek, enforceable in accordance with their

respective terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or others laws of general application relating to or affecting the enforcement of creditors' rights generally and (ii) the effect of rules of law governing the availability of equitable remedies.

(f) Valid Issuance of Stock. The outstanding shares of the capital stock of Resuscitek are duly authorized and validly issued, fully paid and nonassessable, and have been approved by all requisite shareholder action. Such shares of such capital stock, and all outstanding options, warrants, convertible notes and other securities of Resuscitek, have been issued in full compliance with the registration and prospectus delivery requirements of the 1933 Act or in compliance with applicable exemptions therefrom, the registration and qualification requirements of all applicable securities laws of states of the United States and all other provisions of applicable securities laws of States of the United States, including, without limitation, anti-fraud provisions.

(g) Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of Resuscitek in order to enable Resuscitek to execute, deliver and perform its obligations under this Agreement, the Assignment Documents and the LLC Agreement.

(h) Litigation. There is no action, suit, proceeding, claim, arbitration or investigation (the "Action") pending (or, to Resuscitek's knowledge, currently threatened) against Resuscitek, its activities or its properties before any court or governmental agency. Resuscitek is not a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality, and there is no Action by Resuscitek currently pending or which Resuscitek intends to initiate. To Resuscitek's knowledge, there is no factual or legal basis for any such Action that might result, individually or in the aggregate, in any material adverse change in the business, financial condition, or assets of Resuscitek. By way of example, but not by way of limitation, there are no Actions pending or, to Resuscitek's knowledge, threatened (or any basis therefor known to Resuscitek) relating to the prior employment of any of Resuscitek's employees or consultants, their use in connection with Resuscitek's business of any information, technology or techniques allegedly proprietary to any of their former employers, clients or other parties, or their obligations under any agreements with prior employers, clients or other parties.

(i) Invention Assignment and Confidentiality Agreement. Each employee and contractor of Resuscitek who is or was engaged in development of any of the Assets has entered into and executed an invention assignment and confidentiality agreement with Resuscitek. Copies of all such agreements have been delivered to the LLC.

(j) Status of Proprietary Assets.

(i) Status. Resuscitek has full title and ownership of, or is duly licensed under or otherwise authorized to use, all Intangible Personal Property of Resuscitek without any conflict with or infringement upon the rights of others. No third party has any

ownership right, title, interest, claim in or lien on any of Resuscitek's Intangible Personal Property and Resuscitek has taken all steps reasonably necessary to preserve its legal rights in, and the secrecy of, all its Intangible Personal Property, except those for which disclosure is required for legitimate business or legal reasons. All patents, copyrights and other state and federal registrations and all applications therefor included in the Intangible Personal Property are valid and in full force and effect and are not subject to any taxes, maintenance fees or actions falling due within 90 days after the date hereof. There are no pending claims, actions, judicial or other adversary proceedings, disputes or disagreements involving Resuscitek concerning any item of the Intangible Personal Property, and, to Resuscitek's knowledge, no such action, proceeding, dispute or disagreement is threatened.

(ii) Licenses; Other Agreements. Resuscitek has not granted, any options, licenses or agreements of any kind relating to any of its Intangible Personal Property, nor is Resuscitek bound by or a party to any option, license or agreement of any kind with respect to any of its Intangible Personal Property. Resuscitek is not obligated to pay any royalties or other payments to third parties with respect to the marketing, sale, distribution, manufacture, license or use of any Intangible Personal Property.

(iii) No Infringement. Resuscitek has the right and authority to use each item of the Intangible Personal Property in perpetuity in connection with the conduct of its business and such use did not and will not conflict with, infringe upon, or violate any patent or other proprietary right of any other person or entity. Resuscitek has not violated or infringed, and is not currently violating or infringing, and Resuscitek has not received any communications alleging that Resuscitek (or any of its employees or consultants) has violated or infringed or, by conducting business as proposed by the LLC, would violate or infringe, any right of any other person or entity.

(iv) No Breach by Employee. Resuscitek does not believe it is or will be necessary to utilize any inventions of any employees of Resuscitek made prior to their employment by Resuscitek in order to carry on the business as proposed under the Business Plan attached as an exhibit to the LLC Agreement. At no time during the conception of or reduction of any of Resuscitek's Intangible Personal Property to practice was any developer, inventor or other contributor to such patents operating under any grants from any governmental entity or agency or private source, performing research sponsored by any governmental entity or agency or private source or subject to any employment agreement or invention assignment or nondisclosure agreement or other obligation with any third party that could adversely affect Resuscitek's rights in such Intangible Personal Property or the rights of the LLC to such Intangible Personal Property following the Effective Date.

(v) Trade Secrets. With respect to each trade secret comprising a part of the Intangible Personal Property, such trade secret is valid and protectible, and such trade secret's documentation is current, accurate, and sufficient in detail and content to identify and explain it, and to allow its full and proper use without reliance on the special knowledge or memory of others. All trade secrets of Resuscitek are presently valid and protectible, and are not part of the public knowledge or literature, nor to Resuscitek's knowledge have they been used,

divulged or appropriated for the benefit of any person or entity other than Resuscitek or to the detriment of Resuscitek.

(vi) List of Intangible Personal Property. Section 5.2(j) of the Schedule of Exceptions contains a true and complete list of all Intangible Personal Property.

(k) Compliance with Law and Documents. Resuscitek is not in violation or default of any provisions of its Certificate of Incorporation or Bylaws, both as amended to date, and to Resuscitek's knowledge, Resuscitek is in compliance with all applicable statutes, laws, regulations and executive orders of the United States of America and all states, foreign countries or other governmental bodies and agencies having jurisdiction over Resuscitek's business or properties. Resuscitek has not received any notice of any violation of any such statute, law, regulation or order which has not been remedied prior to the date hereof. The execution, delivery and performance of this Agreement, the Assignment Documents and the LLC Agreement and the consummation of the transactions contemplated hereby or thereby will not result in any such violation or default, or be in conflict with or result in a violation or breach of, with or without the passage of time or the giving of notice or both, Resuscitek's Certificate of Incorporation or Bylaws, any judgment, order or decree of any court or arbitrator to which Resuscitek is a party or is subject, any agreement or contract of Resuscitek, or, to Resuscitek's knowledge, a violation of any statute, law, regulation or order, or an event which results in the creation of any lien, charge or encumbrance upon any Asset.

(l) Title to Assets. Resuscitek has good and marketable title to each of the Assets owned by it and the valid and enforceable right to receive and/or use each of the Assets in which Resuscitek has any other interest, free and clear of all mortgages, deeds of trust, liens, encumbrances and security interests except for statutory liens for the payment of current taxes that are not yet delinquent and liens, encumbrances and security interests which arise in the ordinary course of business and which do not affect material Assets. With respect to the Assets it leases, Resuscitek is in material compliance with such leases and, to Resuscitek's knowledge, Resuscitek holds valid leasehold interests in such Assets free of any liens, encumbrances, security interests or claims of any party other than the lessors of such Assets.

(m)



aggregate, material and none of which is for breach of contract, breach of warranty, tort or infringement), (iii) those liabilities arising under any Material Agreement (defined below) (none of which liabilities is for breach of contract, breach of warranty, tort or infringement), or (iv) those liabilities otherwise specifically disclosed in Section 5.2(m) of the Schedule of Exceptions (none of which liabilities is for breach of contract, breach of warranty, tort or infringement), Resuscitek has, as of the date hereof, no direct or indirect indebtedness, liabilities, claims, losses, damages, deficiencies, obligations or responsibilities, known or unknown, liquidated or unliquidated, accrued, absolute, contingent or otherwise, and whether or not of a kind required by generally accepted accounting principles to be set forth on a financial statement.

(n) Certain Actions.

not disclosed

(o) Activities Since Balance Sheet Date. Since the Balance Sheet Date, there has not been:

(i) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the Assets, financial condition, operating results, prospects or business of Resuscitek (as presently conducted and as presently proposed to be conducted);

(ii) any waiver by Resuscitek of a valuable right or of a material debt owed to it;

(iii) any material change or amendment to a material contract or arrangement by which Resuscitek or any of its Assets is bound or subject, except for changes or amendments which are expressly provided for or disclosed in this Agreement;

(iv) to Resuscitek's knowledge, any other event or condition of any character which would materially and adversely affect the Assets, financial condition, operating results or business of Resuscitek;

(v) any satisfaction or discharge of any lien, claim or encumbrance or payment of any obligation by Resuscitek, except such a satisfaction, discharge or payment made in the ordinary course of business that is not material to the Assets, financial condition, operating results or business of Resuscitek; and

(vi) any material change in any compensation arrangement or agreement with any employee, contractor or director.

(p) E [REDACTED] [REDACTED]

E [REDACTED] [REDACTED]

[REDACTED]

(q)

(r) Tax Returns and Payments.

(s) Material Agreements.

(i) List of Material Agreements. Section 5.2(s) of the Schedule of Exceptions contains a complete list of all agreements, contracts, leases, licenses, instruments and commitments (oral or written) to which Resuscitek is a party or is bound that, individually or in the aggregate, are material to the business, properties, financial condition, results of operation, affairs or prospects of Resuscitek (the "Material Agreements").

(ii) No Breach.

[REDACTED]

b6
[REDACTED]
in [REDACTED]
of Resuscitek.
co- [REDACTED] he
te. [REDACTED] hereunder.

(i)

(u) [REDACTED]

[illegible]

[illegible]

(ii) [REDACTED]

(iii) [REDACTED]

(iv) [REDACTED]

[REDACTED]

List: [REDACTED]

(x) [REDACTED]

(v) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

b7C
from being marketed or used in the United States without approval.
su

7. Delivery.

(i) [REDACTED] ne
[REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(iv) the Consent to Assignment executed by North Shore – Long Island Jewish Research Institute with respect to the Sponsored Research and License Agreement;

(v) [REDACTED]

(vi) the Assignment of Technology Agreements executed by the LLC and each of the founders of Resuscitech.

(b) On or promptly following the Effective Date, Resuscitech shall deliver the following to the LLC or to such location, person or entity designated by the LLC:

(i) The Assets and Assumed Liabilities, including, without limitation, (A) all Tangible Personal Property and all originals and copies of the Contracts and Other Agreements; (B) the certificates representing any securities included in the Assets and any negotiable instruments included in the Assets, together with duly executed assignments in blank and all necessary endorsements; (C) all cash on hand and in banks which is included in the Assets; and (D) all Books and Records relating to or included in the Assets or the Assumed Liabilities; and

(ii) A [REDACTED]

8. [REDACTED]

9. [REDACTED]

com
h

10. T [REDACTED]

(a) [REDACTED]

(b) A [REDACTED]

11. Expenses. Each party shall be responsible for its own costs and expenses incurred in connection with the preparation, negotiation, execution and delivery of this Agreement, the Assignment Documents, the LLC Agreement and the other documents and agreements contemplated hereby, including but not limited to attorneys' and accountants' fees and expenses.

12. Further Assurances. Each of Resuscitek and the LLC shall, at any time and from time to time after the date hereof, upon request of the other party, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, and assurances, and take all such further actions, as shall be necessary or desirable to give effect to the transactions hereby consummated and to collect and reduce to the possession of the LLC any and all of the Assets and Assumed Liabilities.

13. Notices. All notices, requests and other communications hereunder shall be in writing and shall be delivered by courier or other means of personal service (including by means of a nationally recognized courier service or professional messenger service), or sent by telex or telecopy or mailed first class, postage prepaid, by certified mail, return receipt requested, in all cases, addressed to:

Resuscitek:

Resuscitek, Inc.
[REDACTED]

The LLC:

Resuscitation Technologies, LLC
[REDACTED]

Fax: (310) 998-8553

All notices, requests and other communications shall be deemed given on the date of actual receipt or delivery as evidenced by written receipt, acknowledgment or other evidence of actual receipt or delivery to the address specified above. In case of service by telecopy, a copy of such notice shall be personally delivered (including by overnight courier) or sent by certified mail, in the manner set forth above, within three (3) business days thereafter. Any party hereto may from time to time by notice in writing served as set forth above designate a different address or a different or additional person to which all such notices or communications thereafter are to be given.

14. Choice of Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Delaware.

15. [REDACTED]

five

[REDACTED]

16. Survival of Warranties. The representations, warranties and covenants of each party contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of any other party.

17. Successors and Assigns. This Agreement and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RESUSCITEK, INC.,
a New York corporation

By:

Its: CH. F. L. MAN & CEO

RESUSCITATION TECHNOLOGIES, LLC,
a Delaware limited liability company

By:

Its: _____

[REDACTED]

16. Survival of Warranties. The representations, warranties and covenants of each party contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of any other party.

17. Successors and Assigns. This Agreement and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RESUSCITEK, INC.,
a New York corporation

By: _____
Its: _____

RESUSCITATION TECHNOLOGIES, LLC,
a Delaware limited liability company

By: Burt C. Deke
Its: Manager

EXHIBIT A

Material Assets

1. [REDACTED]
2. [REDACTED]
3. Intangible Personal property – All Intangible Personal Property listed on Schedule 5.2(j). Resuscitek has no proprietary software of its own. Any software to be transferred consists of off the shelf programs.
4. [REDACTED]
5. [REDACTED]

EXHIBIT B

Excluded Assets

1. Any and all patents and other intellectual property to the extent related exclusively to:

a. The following patent applications:

[REDACTED]					
[REDACTED]					
[REDACTED]					
[REDACTED]					
Ref. No.	Serial No.	Next Action	Due Date	App. Cost	Ann. Annuity
[REDACTED]					
[REDACTED]					
[REDACTED]					
[REDACTED]					
[REDACTED]					

b. [REDACTED]

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

5. [REDACTED]

6. [REDACTED]

7. The trade name "Resuscitek;" provided, however, that Resuscitek hereby expressly consents to and will not challenge the LLC's use of the name "Resuscitation Technologies" or any similar name.

8. [REDACTED]

9. [REDACTED]

EXHIBIT C

Assumed Liabilities

1. [REDACTED]
[REDACTED]
2. Liabilities and obligations under the Sponsored Research and License Agreement with North Shore -- Long Island Jewish Research Institute described in Schedule 5.2(s).
3. [REDACTED]
[REDACTED] ^{refo.}
4. [REDACTED]

EXHIBIT D

Schedule of Exceptions

**Schedule 5.2(j)
Intangible Personal Property**

1. All intangible personal property rights owned by Resuscitek with respect to the following patents:

[REDACTED]					
[REDACTED]					
Ref. No.	Serial No.	Next Action	Due Date	App. Cost	Ann. Annuity
[REDACTED]					
[REDACTED]					
[REDACTED]					

T3a

**Compositions of Stable T3 and Methods of Use Thereof
(Int'l filing date: 6/21/01)**

Parent US Provisional Serial No.: 60/257,666 (12/21/00)
Second US Provisional Serial No.: 60/327,569 (3/12/01) (sometimes referred to as 09/798,250)
US Conversion Serial No.: 09/998,346 (11/30/01)
PCT Serial No.: US 01/44855 (11/30/01)
PCT Publ. No.: WO 02/051403 (7/4/02)

Ref. No.	Serial No.	Next Action	Due Date	App. Cost	Ann. Annuity
2002US	09/998,346	Examiner Interview	~11/03	\$6,000	None
2002CA	Not assigned	Request Exam	6/21/03	\$2000	~\$300
2002EP	01272465.4	Await Exam	6/21/03	\$8,000	~\$1000
2002JP	2002-552548	Request Exam	6/21/03	\$6,500	\$2000

2. All intangible personal property rights owned by Resuscitek under the Contracts listed in Schedule 5.2(s).

3. [REDACTED]

Schedule 5.2(s)
Material Contracts

1. [REDACTED]
2. Sponsored Research and License Agreement, dated September 21, 2000, by and between North Shore-Long Island Jewish Research Institute and Resuscitech.

3. [REDACTED]

EXHIBIT E

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
TOTAL	[REDACTED]

EXHIBIT F

Financial Statements



STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Irwin KLEIN et al.

Application No./Patent No.: 09/998,346 Filed/Issue Date: November 30, 2001

Entitled: COMPOSITIONS OF STABLE T3 AND METHODS OF USE THEREOF

The Feinstein Institute for Medical Research

(Name of Assignee)

, a corporation
(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☐ the assignee of the entire right, title, and interest; or
2. ☒ an assignee of less than the entire right, title and interest. The remainder of the right, title and interest in the application is assigned to Resuscitation Technologies, LLC.

In the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or a true copy of the original assignment is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Irwin KLEIN and Kale OJAMAA North Shore-Long Island Jewish Research Institute

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: North Shore-Long Island Jewish Research Institute To: The Feinstein Institute for Medical Research

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.
(NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Kirk P. Wadgoue, PhD
Signature

8.20.2007

Date

Kirk P. Wadgoue, PhD
Printed or Typed Name

(516) 562-3404
Telephone Number

Vice President, Technology Transfer
Title

May 09 07 03:57p

JUN-8-2003 05:13P FROM:

TO: 17033865995

P: 4/7

ASSIGNMENT

WHEREAS WE, Irwin KLEIN of 8 Lequer Rd., Flushing Manor, New York, 11030 and Kale OJAMAA of 23 Albin Street, Glen Cove, New York, 11542, respectively, hereinafter referred to as Assignors have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled: COMPOSITIONS OF STABLE T, AND METHODS OF USE THEREOF, for which an application for United States Letters Patent was filed on November 30, 2001, and identified by United States Serial No. 09/998,346, AND WHEREAS, North Shore-Long Island Jewish Research Institute, a corporation of the State of New York and having an address of 350 Community Drive, Manhasset, New York 11030 hereinafter referred to as Assignee, is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries that may be obtained therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignors do hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries that may be issued for the invention.

UPON SAID CONSIDERATIONS, Assignors hereby agree with Assignee that Assignors will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignors will, at any time upon request, without further or additional consideration but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or causes of action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignors and Assignee;

AND Assignors request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States that may be issued for said invention to Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

Date

5/7/02

Signature

Irwin Klein

Date

5-7-02

Signature

Kale Ojamaa

STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT

Albany, New York

North Shore-LIJ Health System
Attn: Mr. Reginald Bullock, Jr.
145 Community Drive
Great Neck, New York 11021

Re: **NORTH SHORE-LONG ISLAND JEWISH RESEARCH INSTITUTE**
Change name to:
The Feinstein Institute for Medical Research

Dear Mr. Bullock:


Consent is hereby given to the filing of the annexed certificate of amendment of the certificate of incorporation of **NORTH SHORE-LONG ISLAND JEWISH RESEARCH INSTITUTE**, pursuant to the applicable provisions of the Education Law, the Not-for-Profit Corporation Law, the Business Corporation Law, the Limited Liability Company Law or any other applicable statute.

This consent is issued solely for purposes of filing the annexed document by the Department of State and shall not be construed as approval by the Board of Regents, the Commissioner of Education or the State Education Department of the purposes or objects of such entity, nor shall it be construed as giving the officers or agents of such entity the right to use the name of the Board of Regents, the Commissioner of Education, the University of the State of New York or the State Education Department in its publications or advertising matter.

IN WITNESS WHEREOF this instrument is
executed and the seal of the State Education
Department is affixed.

RICHARD P. MILLS
Commissioner of Education

By:


Richard L. Nabozny
or Susan A. Naccarato
(Commissioner's designee)

3
Date 8/2/05

State of New York }
Department of State } ss:

I hereby certify that the annexed copy has been compared with the original document filed by the Department of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

September 12, 2005



A handwritten signature in dark ink, appearing to read "R. A. S.", written over a horizontal line.

Secretary of State

F 050909000 789

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF**

NORTH SHORE-LONG ISLAND JEWISH RESEARCH INSTITUTE

(Under Section 803 of the Not-for-Profit Corporation Law)

THE UNDERSIGNED, Nicholas Chiorazzi, M.D., being the Director and Chief Executive Officer of North Shore-Long Island Jewish Research Institute, hereby certify:

1. The name of the corporation is North Shore-Long Island Jewish Research Institute (the "Corporation"). The Corporation was formed under the name "North Shore University Hospital Research Corporation."
2. The Certificate of Incorporation of the Corporation was filed by the Department of State on December 1, 1983 pursuant to the New York State Not-for-Profit Corporation Law.
3. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law and is a type B corporation under Section 201 of the Not-for-Profit Corporation Law, and shall remain a type B corporation after the filing of this Certificate of Amendment.
4. The Certificate of Incorporation of the Corporation is hereby amended to change the name of the Corporation to The Feinstein Institute for Medical Research.
5. To effectuate the amendment described in Paragraph 4 of this Certificate of Amendment, Paragraph First of the Certificate of Incorporation is hereby amended to read in its entirety as follows:

First: The name of the Corporation is The Feinstein Institute for Medical Research (the "Corporation").
6. This amendment to the Certificate of Incorporation of the Corporation was authorized by vote of the sole member of the Corporation in accordance with Section 802 of the Not-for-Profit Corporation Law.
7. The Secretary of State of the State of New York is hereby designated the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation

served upon him as agent of the Corporation is 350 Community Drive, Manhasset, New York 11030, Attention: Administration.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment to the Certificate of Incorporation on this 7 day of July, 2005 and hereby affirms, under the penalties of perjury, the statements made herein are true and correct.

Nicholas Chiorazzi
Nicholas Chiorazzi, M.D.
Director and
Chief Executive Officer